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NOTES OF CASES.

Brokers—Agreement to Pay “Fifty-Fifty” on What Is Saved in Purchase of Property.—In *Chafin v. Main Island, etc., Co.*, 85 W. Va. 459, 102 S. E. 291, it was held that where one who is desirous of purchasing certain property expresses a willingness to pay a certain price therefor, and agrees with another to give him “fifty-fifty” on what is saved if he can purchase the property at a less price, and through the efforts of such other person it is purchased at a less price than that named, such second person will be entitled to receive one-half of the difference between the price at which the purchaser was willing to purchase and the price at which the property was actually secured.

The court said in part: “The defendant’s contention is that the promise of the general manager to give plaintiff ‘fifty-fifty’ on what was saved does not mean anything. That this expression has a well-defined meaning cannot be doubted. It conveys to the mind immediately the division of the subject of discussion into halves, and we are not willing to admit that we are so ignorant of terms in common usage as not to know the meaning of this phrase. The object of construction of contracts is to give effect to the agreement of the parties, so far as it can be ascertained from the language used, and it matters not that the agreement may be expressed in the vernacular of the street. It is clear that the court below gave the proper construction to the agreement of the parties; that is, that each side would get the benefit of one-half of the difference between \$27,200, at which Mr. Laing was willing to close, and such less sum as they might succeed in purchasing the property for.”

Intoxicating Liquors—Right to Recover Liquors Held by Public Authorities for Use in Prosecution.—In *Azparren v. Ferrel*, 191 Pac. 571, the Supreme Court of Nevada held that intoxicating liquors seized for use in prosecution for violating the prohibition law cannot be replevied.

The court said in part: “We are of the opinion that where personal property is withheld by a district attorney as evidence against persons charged with crime, the accused has not the right to regain possession of the property by claim and delivery. The seizure and retention of the liquors in this case by the district attorney in no manner denies or affects the title of the true owner, or the ultimate right of his agent or servant to their possession, but simply postpones his right until the exigencies of the prosecution are satisfied. The plaintiff has shown no right to the immediate possession of the property as against the power of the magistrate’s court for police purposes.